



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

August 20, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 August 20, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AUTHORIZE THE LICENSE AGREEMENT WITH THE
CITY OF EL SEGUNDO TO USE REAL PROPERTY FOR THE PURPOSE OF PROVIDING
LIFEGUARD SERVICES
(4TH DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District (Fire District) is requesting authorization to enter into a License Agreement with the City of El Segundo (City) to use real property located at 105 Vista del Mar, El Segundo, CA 90245 for the purposes of providing lifeguard services.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

- 1) Authorize the Fire Chief of the Fire District to enter into the attached License Agreement (Agreement) with the City of El Segundo to use real property located at 105 Vista del Mar, El Segundo, CA 90245, for one dollar (\$1) a year for the purpose of providing lifeguard services, to be effective the day of Board approval and remain in effect through April 30, 2033 or until terminated by either party.
- 2) Authorize the Fire Chief of the Fire District to amend and/or to renew the Agreement to allow continued use of real property upon expiration of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Fire District to use real property (Lifeguard Tower) located at 105 Vista del Mar in El Segundo for the purposes of providing lifeguard services

for one dollar (\$1) per year during the term of this Agreement.

Under the terms of the Agreement, the Fire District will utilize the Lifeguard Tower to provide lifeguard services to the beach in El Segundo. It will also serve as a training facility and as a base for seasonal junior lifeguard instructors.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Under the proposed Agreement, the Fire District would be responsible to pay the City one dollar (\$1) per year during the term of this License. The City shall be responsible for property maintenance and repair. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This License Agreement will authorize the Fire District's lifeguard staff to use the permanent facility to lifeguard the beach, train, and administer the Junior Lifeguard Program in this area. The Agreement will be effective until 2033. It can thereafter be renewed by mutual agreement of the City and Fire District. The Fire District has a separate agreement with the Chevron USA Corporation that funds the service cost to lifeguard the beach in El Segundo.

The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) in that it is certain that the Agreement will not have a significant effect of the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

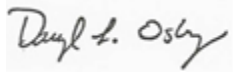
Approval of the recommended actions will allow the Fire District to use the real property for the purposes of providing lifeguard services. Under this Agreement, the Fire District would be responsible for custodial services for the real property.

The Honorable Board of Supervisors

8/20/2013

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Daryl L. Osby", is written over a light gray rectangular background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**LICENSE AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO AND
THE CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

THIS LICENSE is made and executed this _____ day of _____, 2013, between the CITY OF EL SEGUNDO, a municipal corporation ("CITY"), and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("COUNTY"), a special district of the state of California.

1. LICENSE; DESCRIPTION OF PROPERTY. CITY licenses COUNTY to use, on the terms and conditions in this License, real property located at 105 Vista del Mar, El Segundo, CA 90245 ("Property"). CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

- A. COUNTY may use the Property for the purposes of providing lifeguard services in accordance with applicable law and current and any future, separate, agreement with Chevron U.S.A. Such uses may include:
- i. Using the Property as a training facility and restroom facility for COUNTY staff including, without limitation, Junior Lifeguard Instructors (seasonally);
 - ii. Using the side storage room on the Property for Junior Lifeguard equipment;
 - iii. Storing lifeguard vehicles, training equipment, EMT supplies, beach rescue equipment, tower supplies, and other, similarly related, equipment;
 - iv. Using the Property as a secondary lifeguard "look out" station and administrative site for lifeguard operations; and
 - v. COUNTY staff may include, without limitation, an Area Captain and Ocean Lifeguard Specialist and other staff as needed, who are engaged by COUNTY to provide lifeguard services and other staff as needed.
 - vi. The CITY is responsible for all Property maintenance and repair. COUNTY is responsible for custodial services for the restricted areas of the Property as defined in Section 17 hereinbelow. CITY is responsible for all other custodial services for the Property. For maintenance and repairs, the COUNTY must contact CITY by email or phone call to the El Segundo Public Works Department.

- vii. Upon one year (1 year) notice, CITY may change, amend, or terminate COUNTY's use of Property in its sole discretion, in writing.

3. **TERM.** The term of this license will begin when executed by COUNTY and end on April 30, 2033. It is the intent of the parties that the COUNTY will have use of the Property so long as the COUNTY is providing lifeguard services within the CITY and surrounding beach areas. Upon mutual written agreement between the parties, this License may be renewed for additional time. This License may also be amended at any time by mutual written agreement of the CITY and the COUNTY.

4. **TERMINATION.**

- A. As stated above, CITY may terminate this License at any time with or without cause, upon giving COUNTY one year (1 year) written notification. Termination will be effective upon notification, unless CITY specifies otherwise.

COUNTY may terminate this License at any time in writing at least five (5) days before the effective termination date.

- B. By executing this document, COUNTY waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.
- C. Upon termination, COUNTY will remove all personal property and improvements from Property within thirty (30) days of the effective termination date. Property will be left in a clean and orderly fashion with ordinary wear and tear excepted.

5. **COMPENSATION.** In exchange for the use of the facilities at Property, COUNTY agrees to pay CITY a sum of one dollar (\$1) for the term of this License.

6. **CONDEMNATION.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, COUNTY acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to COUNTY's improvements.

7. **RELOCATION BENEFITS.** COUNTY acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. COUNTY further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. COUNTY hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

8. **ALTERATIONS.** COUNTY will not make, or cause to be made, any alterations to Property, or any part thereof, without CITY's prior written consent.

9. **HAZARDOUS/TOXIC WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. COUNTY agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. COUNTY agrees to defend and indemnify CITY, to the extent stated in Section 12, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **SIGNS.** COUNTY will not place any sign upon Property without CITY's prior written consent. COUNTY will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. **ASSIGNMENT.** COUNTY will not be permitted to assign this License or any interest therein.

12. MUTUAL INDEMNIFICATION.

A. Except as otherwise provided, COUNTY agrees to hold harmless, defend, and indemnify CITY, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which CITY, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by COUNTY, its employees, or agents in the performance of this Agreement. Likewise CITY agrees to hold harmless, defend, and indemnify the COUNTY, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost or expenses which COUNTY, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CITY, its employees, subcontractors, or agents in the performance of this Agreement.

B. It is expressly understood and agreed that this Section will survive termination of this Agreement.

13. **DISPUTE RESOLUTION.** Any dispute arising between CITY and COUNTY regarding this Agreement will first attempted to be resolved through mediation between the respective project managers for each party and/or their respective departmental heads.

14. **COMPLIANCE WITH LAW.** COUNTY will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to COUNTY's use of Property and will faithfully observe all

applicable laws. The judgment of any court of competent jurisdiction, or the admission of COUNTY in any action or proceeding against COUNTY, whether CITY be a party thereto or not, that COUNTY has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and COUNTY.

15. BREACH OF AGREEMENT. The violation of any of the provisions of this License will constitute a breach of this License by COUNTY, and in such event said License will automatically cease and terminate.

16. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

17. ENTRY BY CITY AND PUBLIC. This License does not convey any property interest to COUNTY. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon Property for all lawful acts. Restricted areas include the operational observation area, personnel locker room, side storage room, and garage area.

18. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of COUNTY, or a general assignment by the COUNTY for the benefit of creditors, or any action taken or offered by COUNTY under any insolvency or bankruptcy action, will constitute a breach of this License by COUNTY, and in such event said License will automatically cease and terminate.

19. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to COUNTY at:

Chief, Lifeguard Division
2300 Ocean Front Walk
Venice, CA 90291

or to CITY at:

Director of Public Works
350 Main Street
El Segundo, CA 90245

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

20. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. GOVERNING LAW. This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles COUNTY.

22. PARTIAL INVALIDITY. Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

23. ENTIRE AGREEMENT. This instrument and its Attachments constitute the sole agreement between CITY and COUNTY respecting Property, the use of Property by COUNTY, and the specified License term, and correctly sets forth the obligations of CITY and COUNTY. Any agreement or representations respecting Property or its licensing by CITY to COUNTY not expressly set forth in this instrument are void.

24. CONSTRUCTION. The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

25. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

26. COUNTERPARTS. This License may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
GREG CARPENTER
City Manager

By _____
DARYL L. OSBY
Fire Chief

Date _____

Date _____

ATTEST:

By _____
TRACY WEAVER
City Clerk

APPROVED AS TO FORM:

MARK D. HENSLEY
City Attorney

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By _____
KARL H. BERGER
Assistance City Attorney

By _____
Deputy